

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FPL Food LLC		08/09/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	171 17th Street NW
Internal Address:	4th Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30363
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3276448	FPL FOOD LLC
Registration Number:	3824440	RED MAPLE FARMS
Registration Number:	3604109	SOLSTICE
Registration Number:	3616941	CHÂTEL FARMS
Serial Number:	85445678	SOUTHERN RIVER FARMS

CORRESPONDENCE DATA

Fax Number: 4045228409
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 404-420-4336
 Email: lrb@phrd.com
 Correspondent Name: Lauren R. Brown
 Address Line 1: 285 Peachtree Center Avenue NE
 Address Line 2: 1500 Marquies Two Tower

CH \$140.00 3276448

Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER: 1141.140

NAME OF SUBMITTER: Lauren R. Brown

Signature: /lrb/

Date: 08/09/2012

Total Attachments: 10

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the "Agreement"), dated as of August 9, 2012, is made by and among **FPL FOOD LLC**, a Delaware limited liability company (the "Company"), having a business location at the address set forth below next to its signature, and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), and having a business location at the address set forth below next to its signature.

Recitals

A. The Company, and each other Person from time to time to time party to the Credit Agreement as a Borrower, as Borrowers, FPL Food Holding Company, Inc., a Delaware corporation, and Chatel Farms LLC, a Georgia limited liability company, as Guarantors, certain other obligors from time to time party thereto, and Wells Fargo are parties to a Credit and Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") dated the same date as this Agreement, setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of the Company.

B. As a condition to extending credit to or for the account of the Company, Wells Fargo has required the execution and delivery of this Agreement by the Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All capitalized terms used herein (including in the preamble and recitals thereto) that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of the Company's right, title and interest in and to patents and patent applications, whether now owned or hereafter acquired, including (i) the patents and patent applications listed on Exhibit A, attached hereto and made a part hereof, (ii) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (iii) all income, royalties, fees, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iv) the right to sue for past, present, and future infringements thereof and damages therefor, (v) all licenses thereunder or related thereto and (vi) all of the Company's rights corresponding thereto throughout the world.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Company's right, title and interest in and to trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks, service mark applications and collective membership marks, including (i) the trade names, registered trademarks, trademark applications, registered service marks, service mark applications and collective membership marks listed on Exhibit B, attached hereto and made a part hereof, (ii) all renewals thereof, (iii) all income, royalties, fees, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future

infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof and damages therefor, (v) the goodwill of the Company's business symbolized by the foregoing or connected therewith, (vi) all licenses thereunder or related thereto and (vii) all of the Company's rights corresponding thereto throughout the world..

2. Security Interest. The Company hereby irrevocably pledges and assigns to, and grants Wells Fargo a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. The Company represents, warrants and agrees as follows:

(a) **Existence; Authority.** FPL Food is a limited liability company duly organized, validly existing and in good standing under the laws of its state of formation or incorporation, and this Agreement has been duly and validly authorized by all necessary corporate or limited liability company action on the part of the Company.

(b) **Patents.** Exhibit A accurately lists all Patents owned or controlled by the Company as of the date hereof, or to which the Company has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, any Company owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Company shall within 60 days provide written notice to Wells Fargo with a replacement Exhibit A, which upon acceptance by Wells Fargo shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by the Company as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Company's business. If after the date hereof, the Company owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to the Company's business, or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Company shall promptly provide written notice to Wells Fargo with a replacement Exhibit B, which upon acceptance by Wells Fargo shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no Affiliate of the Company owns, controls, or has a right to have assigned to it any items that would, if such item were owned by any Company, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Company shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Company; or (ii) notify Wells Fargo

of such item(s) and cause such Affiliate to execute and deliver to Wells Fargo a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** The Company has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. The Company (i) will have, at the time it acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Credit Agreement, the Company will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Wells Fargo's prior written consent.

(g) **Defense.** The Company will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** The Company will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Company covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any such Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Wells Fargo: (i) sufficient written notice, of at least 30 days, to allow Wells Fargo to timely pay any such maintenance fees or annuities which may become due on any such Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Wells Fargo's Right to Take Action.** If the Company fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Wells Fargo gives the Company written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Company notifies Wells Fargo that it intends to abandon a Patent or Trademark, Wells Fargo may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Company (or, at Wells Fargo's option, in Wells Fargo's own name) and may (but need not) take any and all other actions which Wells Fargo may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Company shall pay Wells Fargo on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Wells Fargo in connection with or as a result of Wells Fargo's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Wells Fargo at the Default Rate.

(k) **Power of Attorney.** To facilitate Wells Fargo's taking action under subsection (i) of this Section 3 and exercising its rights under Section 6, the Company hereby irrevocably appoints (which appointment is coupled with an interest) Wells Fargo, or its delegate, as the attorney-in-fact of the Company with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Company under this Section 3, or, necessary for Wells Fargo, while an Event of Default exists, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. Debtor's Use of the Patents and Trademarks. The Company shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Company shall fail promptly to observe or perform in any material respect any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, Wells Fargo may, at its option, take any or all of the following actions:

(a) Wells Fargo may exercise any or all remedies available under the Credit Agreement.

(b) Wells Fargo may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Wells Fargo may enforce the Patents and Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, the Company shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement.

7. General Rights and Obligations. Except as expressly set forth herein, the rights and obligations of the Company and Wells Fargo with respect to the Patents and Trademarks shall in all respects be governed by the Credit Agreement, the terms of which are incorporated as fully as if set forth at length herein.

8. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Wells Fargo. A waiver signed by Wells Fargo shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Wells

Fargo's rights or remedies. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to the Company under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any rights the Company may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Company and Wells Fargo and their respective participants, successors and assigns and shall take effect when signed by the Company and delivered to Wells Fargo, and the Company waives notice of Wells Fargo's acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the purpose of filing, but the failure of Wells Fargo to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Georgia without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

[Remainder of page intentionally left blank; signatures appear on the following page.]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

FPL Food LLC
1301 New Savannah Road
Augusta, Georgia 30901

FPL FOOD LLC

By: 

~~Francois P. Leger~~, Chief Executive Officer
and President

Wells Fargo Bank, National Association
171 17th Street NW, 4th Floor
Atlanta, Georgia 30363
MAC G0128-040

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

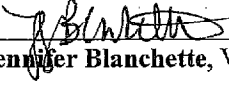
By: 
Jennifer Blanchette, Vice President

EXHIBIT A

UNITED STATES ISSUED PATENTS

None.

UNITED STATES PATENT APPLICATIONS

None.

FOREIGN ISSUED PATENTS

None.




UNITED STATES PATENT APPLICATIONS

None.

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
	3,276,448	08/07/2007	FPL Food LLC
RED MAPLE FARMS	3,824,440	07/27/2010	FPL Food LLC
SOLSTICE	3,604,109	04/07/2009	FPL Food LLC
	3,616,941	05/05/2009	FPL Food LLC
	832,396 (European Union)	07/13/2010	FPL Food LLC
RED MAPLE FARMS	8,832,552 (European Union)	06/18/2010	FPL Food LLC
RED MAPLE FARMS	600,125 (Switzerland)	05/07/2010	FPL Food LLC

APPLICATIONS

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Owner</u>
SOUTHERN RIVER FARMS	85/445,678	10/12/2011	FPL Food LLC

COLLECTIVE MEMBERSHIP MARKS

None.

UNREGISTERED MARKS

None.